

# **State of North Dakota**

**Department of Human Services  
Children and Family Services Division  
600 East Boulevard, Department #325  
Judicial Wing, State Capital  
Bismarck, North Dakota 58505-0250**

## **Request For Proposal (RFP)**

### **Chafee Foster Care Independence Program (CFCIP)**

**RFP #325-05-12-030**

**Date of Issue: July 14, 2005**

**Purpose of RFP:** The North Dakota Department of Human Services is seeking potential vendors to provide Chafee Foster Care Independence Programming to all eligible foster and former foster care youth in each region of the state for the period beginning October 1, 2005.

**Procurement Officer:** Dawn Pearson, State CFCIP Coordinator, Children and Family Services

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

The Department of Human Services (DHS), Children and Family Services (CFS) Division, hereafter known as "purchasing agency" is soliciting proposals for potential vendors to provide Chafee Foster Care Independence Programming and Chafee Educational and Training Voucher Programming, to all eligible foster and former foster care youth throughout the state for the period beginning October 1, 2005.

### **1.02**

#### **Contact Person, Telephone, Fax, E-mail**

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: **Dawn Pearson, State CFCIP Coordinator**

PHONE: 701-328-1018

FAX: 701-328-3538

TTY Users call: 1-800-366-6888 (Relay North Dakota)

E-MAIL: sopead@state.nd.us

### **1.03**

#### **RFP Schedule**

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

#### **The approximate RFP schedule is as follows:**

- RFP Issued: **July 14, 2005**
- Deadline for receipt of questions and objections related to the RFP: **July 22, 2005**
- Proposal due: **August 5, 2005**
- Opening of Proposals: **August 8, 2005**
- Proposal Evaluation Committee evaluation completed by: **August 25, 2005**
- State issues Notice of Intent to Award a Contract approximately: **August 26, 2005**
- State issues contract approximately: **September 9, 2005**
- Contract start: **October 1, 2005**

### **1.04**

## **Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit **six** copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

ND Department of Human Services  
Children and Family Services Division  
Request for Proposal: Chafee Foster Care Independence Program  
RFP Number: 325-05-12-030  
600 E. Boulevard, Department #325  
Judicial Wing, State Capital  
Bismarck, North Dakota 58505-0250

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., Central Time, on August 5, 2005**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

### **1.05**

#### **Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

### **1.06**

#### **Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events. Oral communications is considered unofficial and non-binding on the State.

### **1.07**

## **Approved Vendor Registration Requirements**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 952.59.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

The successful offeror must register and become approved within 30 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

### **1.08 Pre-proposal Conference**

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

### **1.09 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

### **1.10 News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

### **1.11 Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: [www.state.nd.us/humanservices/info/rfp/index.html](http://www.state.nd.us/humanservices/info/rfp/index.html)

### **1.12 Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact

person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

## **SECTION TWO**

### **BACKGROUND INFORMATION**

#### **2.01**

##### **Background Information**

Youth aging out of foster care are in a unique and often difficult position. Some of these youth have been in foster care for a number of years. Once they turn 18, they find themselves alone, without the supports provided by the child welfare system. These emancipated youth are expected to live on their own, go to school, hold down jobs, pay rent and bills, find medical care, and attend to all of their other needs at a time when most young people who have not been in foster care are still under the protective care of their parents. Far too many former foster youth find themselves without adequate support and permanent connections; facing homelessness, unemployment, single parenthood, mental health issues, and legal difficulties.

The Child Welfare System's commitment to foster youth does not end when they are discharged from foster care. In an attempt to address these issues and assist foster youth with the transition to adulthood, the Independent Living Initiative was authorized in 1986 under Title IV-E of the Social Security Act. The passing of the Foster Care Independence Act of 1999 replaced this former Independent Living Initiative and established the current Chafee Foster Care Independence Program (CFCIP). CFCIP expanded on the former services and supports available to foster youth. In 2001, Congress amended the "Promoting Safe and Stable Families Act. Title 2, Section 201 of this Act established the Educational and Training Voucher (ETV) Program. The ETV expands upon and supplements the CFCIP, offering foster youth the opportunity to further their education.

All youth in foster care in North Dakota, age 16 or older (including those placed in Foster Parent Homes, Residential Treatment Centers, and Residential Child Care Facilities), are required to participate in an approved CFCIP. North Dakota has elected to provide services to youth as young as age 16, if deemed appropriate. Youth who have exited the foster care system after age 16 are eligible for certain components of CFCIP until they reach the age of 21. Additionally, youth who age out of foster care at age 18 are eligible for the "Room and Board" component of CFCIP until they turn 21 years of age. Due to CFCIP requirements, only programs being offered by providers who have contracts with DHS are considered "approved". There may be situations that warrant a youth participating in a program other than those provided by DHS contracts. In these situations, the CFCIP State Coordinator is informed, and the program will be considered approved if it meets the needs of the youth and the requirements of CFCIP.

**Note:** The ETV Program and CFCIP will at times be referred to separately throughout the RFP, but the ETV is a component of the overall CFCIP. Any specific difference between the ETV Program component and the other components of CFCIP will be described when necessary.

The North Dakota Department of Human Services, Children and Family Services Division, administers the CFCIP and the ETV. Requests for Proposals are issued and contracts are awarded to vendors based on proposals submitted to the Department. For the Federal Fiscal Year October 1, 2004 through September 30, 2005, contracts were awarded to six private, non-profit agencies. To ensure that foster youth, including tribal youth, from all regions within the state have access to services, contracts are issued on a regional basis. Vendors must submit a separate proposal for each region they are proposing to provide services in. The 8 regions of the state are as follows:

**REGION I – Northwest Region – Williston**

**REGION II – North Central Region – Minot**

**REGION III – Lake Region – Devils Lake**

**REGION IV – Northeast Region – Grand Forks**

**REGION V – Southeast Region – Fargo**

**Region VI – South Central Region – Jamestown**

**REGION VII – West Central Region – Bismarck**

**REGION VIII – Badlands Region – Dickinson**

For further background information, portions of the federal legislation relating to the CFCIP are included in Attachment D.

## **2.02**

### **Budget**

For vendors currently contracting with the department, proposed budgets will not exceed last year's CFCIP award, plus 2%.

For vendors not currently contracting with the department, budgets should be based on providing services to approximately 100 youth per region.

Successful vendors will receive up to an additional 10% of the total award to be used as direct financial assistance to youth. These funds will be referred to as flexible funds and are to be used in their entirety as direct financial assistance for youth. These flexible funds will replace the former process of requests to the Department for Chafee Funds for direct assistance for youth.

For Cost Proposal Format and further information on cost proposal see attachment B.

## **SECTION THREE SCOPE OF WORK**

### **3.01**

#### **Scope of Work**

The Department of Human Services, Children and Family Services Division, is soliciting proposals to vendors to implement the CFCIP and the ETV Programs throughout the eight regions of the state. Contracts will be issued to ensure that youth, including tribal youth, in all 8 regions of the state have access to programming. Vendors may offer proposals in one or more regions of the state. Vendors must submit separate proposals for each region.

The proposal must demonstrate that:

- The overall goal and six purposes of the CFCIP are adhered to.
- The Wraparound Philosophy is incorporated into programming.
- State and Federal requirements are adhered to.

**Goal of CFCIP:** Improving outcomes for youth aging out of foster care.



## **Six Purposes of CFCIP:**

1. To identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities (including smoking avoidance, nutrition education, and pregnancy prevention);
2. To help children who are likely to remain in foster care until 18 years of age receive the education, training, and services necessary to obtain employment;
3. To help children who are likely to remain in foster care until 18 years of age prepare for and enter post secondary training and educational institutions;
4. To provide personal and emotional support to children aging out of foster care, through mentors and the promotion of interactions with dedicated adults;
5. To provide financial, housing, counseling, employment, education and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood; and responsibility for preparing for and then making the transition from adolescence to adulthood; and
6. To make available vouchers for education and training, including postsecondary training and education, to youths who have aged out of foster care.

## **The Wraparound Philosophy**

DHS, CFS Division has adopted the **Wraparound Process** as the philosophical base for the service delivery system. The following is an outline of the values, principles and beliefs of the Wraparound Process:

- Unconditional commitment to working with families and children (youth) is provided.
- Families (youth) are full and active partners in the process.
- Services are culturally responsive.
- This is a team driven process.
- Services focus on strengths and competencies of families (youth), not on deficiencies and problems.
- Service plans are outcome based.
- Services and plans are individualized to meet the needs of families and children (youth)
- Resources and supports, both in and out of the family are utilized for solutions.
- People are the greatest resource to one another.

**Note:** CFCIP Coordinators may be required to attend Wraparound Certification Training in the future. (This cost should not be incorporated into the cost proposal.)

DHS is committed to providing culturally sensitive services to tribal youth and other culturally diverse populations.

In summary, successful vendors will implement CFCIP service delivery, using the wraparound philosophy, to improve outcome for youth aging out of foster care by:

- Helping youth transition to self-sufficiency.
- Helping youth receive the education training and services necessary to obtain employment.
- Helping youth prepare for and enter postsecondary training and educational institutions.
- Providing personal and emotional support to youth through mentors and the promotion of interactions with dedicated adults.
- Providing financial, housing counseling, employment, education and other appropriate support and services to former foster

- care recipients between 18 and 21 years of age.
- Making available vouchers for education and training, including postsecondary education, to youth who have aged out of foster care.

The following areas in CFCIP programming have been lacking across the state in prior years, and successful vendors will expand upon these areas during the next contract period:

- Federally required youth leadership component
- Mentor components
- Programming for youth who have aged out of foster care
- The vendor's role in the implementation of the ETV Program
- Services to Native American Youth

### **Description of Specific, Results-Oriented Tasks**

**Proposals should demonstrate how the following components of the CFCIP will be addressed.**

Three components to the CFCIP:

1. Programming for Current Foster Care Youth
2. After Care Programming
3. Education and Training Voucher Program

### **I. Current Foster Care Youth**

**Eligibility Criteria:** Current foster care youth age 16 until their discharge from foster care.

Formal CFCIP services are generally initiated when youth reach the age of sixteen. Youth who are expected to age out of foster care is the target population of CFCIP. Youth are typically referred for CFCIP by County or Tribal Social Services, or the Division of Juvenile Services. The CFCIP providers and referral sources work closely together and a positive working relationship is imperative. Initially, the focus of programming is on assisting the youth with attainment of basic life skills. Some foster youth may have been provided some life skills training in school or by another entity. These youth are still required to be referred to, and participate in an approved CFCIP. Upon receipt of the referral, the appropriate Ansel-Casey Life Skills Assessment will be administered to assist with determining the skill level of each youth. Based on the outcome of the assessment process, an individualized plan is developed. The youth that have received prior skills training from another entity may not require skills training in all areas, so programming is developed based on their needs. Skills Training can be offered through groups, one on one assistance, and collaboration with other agencies and community resources. The Ansel-Casey Life Skills Assessment is again administered following the completion of programming.

At age 17, the focus of programming begins to shift toward establishing alternative housing arrangements, pursuing post-secondary education or employment, and establishing permanent connections. CFCIP Coordinators will attend Child and Family Team Meetings (formerly known as Permanency Planning Meetings) for youth age 17 and older, until the youth is discharged from foster care. CFCIP Coordinators will attend Child and Family Team Meetings for youth younger than 17 years of age when the custodian makes the recommendation and extends an invitation. The CFCIP Coordinators will be members of the Child and Family Team and will assist with the development of the youth's transition plan. The youth's needs regarding education, housing, employment, health care, and permanent connections will be assessed, and specific, measurable goals will be written based on the

youth's individualized needs. Collaboration with the Labor, Education, and Housing systems is encouraged. Team members will be responsible for specific tasks. If the goals have not been reached by the date of the youth's discharge from foster care, the youth can choose to enter the CFCIP aftercare program, and the CFCIP Coordinator will continue to assist them with meeting their goals. Continuation of the team process is encouraged.

## **II. After Care Program**

### **Eligibility Criteria:**

- A. Former Foster Youth who did not age out of foster care.
  - Youth who were in foster care for at least one year, **and** who exited foster care after the age of 16 **and** have not reached the age of 21 years, are eligible for all components of CFCIP **except** the "Room and Board" and ETV components.
- B. Former Foster Youth who aged out of foster care.
  - States may use up to 30% of their program funds for room and board for young people who are least 18 years old **and** have not reached the age of 21, **and** who were in foster care for at least one year, **and** emancipated from foster care because they reached age 18.

Most youth entering the After Care Program upon their discharge from foster care will have a current transition plan due to the CFCIP Coordinator's prior involvement and the team process being utilized by the Custodian. In this case, the CFCIP Coordinator will continue to assist the youth towards meeting the goals on the plan. For those youth without a current transition plan, the CFCIP Coordinator will assess the youth's needs, and specific, measurable goals are included in the plan. The team process will be utilized, and agencies (housing, education, labor, etc.) that pertain to the youth's needs, and individuals important to the youth should be invited to participate in meetings.

### **Youth Requests for CFCIP Financial Assistance/Stipends**

In prior years, CFCIP Coordinators submitted requests for stipends and other financial assistance for eligible youth to the Department. The request was reviewed and a check was issued by the department. For the upcoming contract period, the Department will no longer be involved in this process, and has opted to disperse these funds directly to the vendors. Successful vendors will be provided with an additional up to 10% percent of their total award to be used as flexible funds. This will be the total amount of funds available to the agency for the fiscal year, and there will be no additional funds available from the Department. These funds are to be used in their entirety as a flexible funding source to assist youth with meeting the goals on their transition plan. The \$50 stipend policy will no longer be in effect, and agencies will have the flexibility to develop their own procedures regarding the disbursement of funds to youth.

The following state and federal requirements must be adhered to in the procedure:

- Vendors must document that the youth meets CFCIP eligibility criteria.
- Room and Board funds can only be dispersed to youth meeting the criteria for Room and Board
- A maximum of 30% of funding can be utilized for Room and Board.
- Agencies must develop a record of individual expenditures, clearly indicating what expenditures are designated Room and Board. This record will be forwarded to the Department as part of the year-end reporting process.
- Funding will be utilized to meet the goals on the youth's transition plan
- The CFCIP is not to be used as strictly a "funding source". The funding is limited, and existing community resources and

- other funding sources should be exhausted prior to utilizing CFCIP funds.
- Agencies are responsible for keeping receipts for all youth expenditures.
- 100% of these funds must be used as direct financial assistance to youth. Any remaining funds will be returned to the Department.

All requests and inquiries that the Department receives from outside sources regarding CFCIP financial assistance for youth will be directed to the Regional CFCIP Coordinator. The CFCIP Coordinator will meet with the youth to discuss CFCIP programming and goals. The Coordinator will determine if brief financial assistance is warranted, or if the youth needs additional CFCIP supports and services.

### **III. ETV Program**

#### **Youth eligible for consideration for the ETV Program include:**

- Youth that were discharged from foster care on their 18<sup>th</sup> birthday, or continue to be in foster care past their 18<sup>th</sup> birthday,  
provided they were in foster care for at least one year, and have not reached their 21<sup>st</sup> birthday at the time of application.
- Youth who were adopted from foster care after age 16, but have not reached their 21<sup>st</sup> birthday.
- Youth participating in the ETV program on their 21<sup>st</sup> birthday can remain eligible until they turn 23, as long as they are enrolled  
and making satisfactory progress toward completing their post-secondary education or training program.
- Youth who are United States Citizens or qualified non-citizens.
- Youth who are, or will be enrolled into a program at an accredited or pre-accredited college, university technical or vocational school.

#### **The role of CFCIP Coordinators in the ETV Program:**

##### **Initial Award Determination and Dispersement**

Youth interested in pursuing a post-secondary education will be directed to the CFCIP Coordinator in their region. The CFCIP Coordinator will assess the youth's needs, and assist with some or all of the following as needed:

- Completing college enrollment forms, federal financial assistance forms, ETV Application, etc.
- Securing housing, childcare, transportation, health care coverage, tutor, mentor, etc.
- Collaborating with the school to increase the amount of the youth's "cost of attendance" if the youth's situation warrants an increase. (The amount of the ETV award is based on the youth's cost of attendance, which is determined by the institution of higher learning.)
- Providing support to the student

The ETV Application, as well as a SFN 255 – Request for Financial Assistance is forwarded to CFS for Award Determination. Awards will be determined for the academic year, but dispersed on a semester basis. Requests cannot exceed the lesser of \$5,000 or the total Cost of Attendance, as determined by the institution of higher learning, minus other accepted financial aid. ETV Award will only be dispersed directly to the Institution of Higher Learning. The Department will send a letter to the Institution of Higher Learning and the CFCIP Coordinator upon determination of the award. It is an option for your agency supplement ETV funding with CFCIP flexible funding depending on the individualized needs of the youth.

### **Same Year, Subsequent Semesters Award Determination and Dispersement**

- The CFCIP Coordinator will assist the youth with providing DHS with the completed Academic Progress Report following the completion of each semester. The Academic Progress Report must accompany the SFN 255 prior to subsequent funding being dispersed.

### **Subsequent Years Award Determination and Dispersement**

Youth who completed the prior year in good academic standing are not required to complete the ETV application to be considered for awards for subsequent years. The following information must be provided to the Department.

- Cost of Attendance & Financial Aide Award Form (obtained from the school)
- Copy of the completed Federal Student Aide Application (FAFSA)
- Prior semester Academic Progress Report
- Completed SFN-255

A letter will be sent to the Institution of Higher Education and the CFCIP Coordinator upon determination of the award. If at any time, the youth does not complete a semester, the CFCIP Coordinator will make arrangements with the Institution for remaining ETV money to be returned to the Department.

### **The Role of DHS**

The North Dakota Department of Human Services, Children and Family Services Division is responsible for the administration of the CFCIP. The State CFCIP Coordinator is responsible for:

- Serving as the Procurement Officer for the RFP Process
- Statewide supervision of the program
- Developing the State CFCIP Plan
- Negotiating contracts
- Planning for the provision of services
- Coordinating service delivery with all contracting agencies and departmental staff
- Coordinating quarterly CFCIP regional coordinator meetings
- Monitoring program outcomes
- Allocating available resources
- On-site Program Visits – 2X year
- Completing the Federal grant application, including annual progress and service reports
- Representing the state at national and regional CFCIP meetings

### **Contractor-Furnished Property**

In the proposal, vendor will assure that all necessary supplies and equipment required for programming will be provided.

### **3.02**

#### **Location of Work**

The program is to be based at a location provided by the vendor. Due to the nature of the work, many of the services will be provided within the community, residential facilities, foster homes, etc. Vendor will implement the program in the region(s) in which they are awarded a contract.

The State will not provide workspace for the contractor.

The contractor should include in its price proposal: transportation costs sufficient to pay for travel to provide programming based on the needs and location of the youth.

### **3.03 Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are: The offeror must demonstrate experience in the delivery of services to adolescents.

### **3.04**

#### **Required Licenses**

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

#### **Staff Qualifications/Requirements**

- CFCIP Coordinators are required to have a four-year degree in a human service or teaching related field (Licensed Social Worker preferred).
- Attendance at Quarterly CFCIP Training/Meetings
- Staff persons must have the ability to relate to, and engage, youth with complex needs within the child welfare system.
- CFCIP Coordinators may be required to attend Wraparound Certification Training or other training specific to CFCIP.

### **3.05**

#### **Federal Requirements**

- The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- The offeror must review the legislation regarding CFCIP contained in this RFP for information on Federal Requirements.
- The offeror must agree to cooperate with possible future state and federal reviews and/or audits.
- The offeror must identify a 20% non-federal cash and/or in-kind match for the entire amount of the contract.

#### **4.01**

##### **Contract Term and Renewal Option**

The State intends to enter into a contract with an effective date beginning October 1, 2005 and ending September 30, 2007.

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 90 days before the scheduled contract expiration date.

#### **4.02**

##### **Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

#### **4.03**

##### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **4.04**

##### **Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **4.05**

##### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.06**

##### **Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.



#### **4.07**

##### **Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

#### **4.08**

##### **Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E0-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at [www.ndtaxdepartment.com](http://www.ndtaxdepartment.com) for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information.

#### **4.09**

##### **Proposed Payment Procedures**

The State will make monthly payments to the vendor upon receipt of the completed "Request for Reimbursement – Direct Service" Form (SFN 1763). Vendors must bill on a monthly basis. No payment will be made unless reporting requirements are current and the project director has approved the invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

Billings for the month of June of any given year must be received within 15 days following the ending of the State's Fiscal Year (June 30<sup>th</sup>).

#### **4.10**

##### **Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's personnel who do not meet the qualification as outlined in section 3.04 in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.11**

##### **Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.12**

##### **Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

**4.13****Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

**SECTION FIVE  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

**5.01  
Understanding of the Project**

*Five Percent (5%)* of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the services the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

## 5.02

### Methodology Used for the Project

*Twenty Percent (20%)* of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

[b] Does the methodology match and achieve the objectives set out in the proposal?

[c] Does the methodology interface with the time schedule in the proposal?

[d] Does the methodology have provisions for quality assurance?

## 5.03

### Management Plan for the Project

*Twenty Percent (20%)* of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

[b] How well is accountability completely and clearly defined?

[c] Is the organization of the project team clear?

[d] How well does the management plan illustrate the lines of authority and communication?

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

[f] Does it appear that offeror can meet the schedule set out in the RFP?

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] Is the proposal practical, feasible, and within budget?

## 5.04

### Experience and Qualifications

*Fifteen Percent (15%)* of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

**Questions regarding the personnel.**

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

**Questions regarding the firm.**

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

**5.05**

**Contract Cost**

**Forty Percent (40%)** of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

**5.06**

**Site Inspection Of Offeror's Facility**

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01**

#### **Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02**

#### **Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must clearly indicate which region they are proposing to provide programming.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03**

#### **Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

#### **The proposal must demonstrate that:**

- The overall goal and six purposes of the CFCIP are adhered to.
- The Wraparound Philosophy is incorporated into programming.
- State and Federal requirements are adhered to.

#### **Proposals must demonstrate how the vendor will implement CFCIP service delivery using the wraparound philosophy, to improve outcome for youth aging out of foster care by:**

- Helping youth transition to self-sufficiency.
- Helping youth receive the education training and services necessary to obtain employment.
- Helping youth prepare for and enter postsecondary training and educational institutions.
- Providing personal and emotional support to youth through mentors and the promotion of interactions with dedicated adults.
- Providing financial, housing counseling, employment, education and other appropriate support and services to former foster care recipients between 18 and 21 years of age.
- Making available vouchers for education and training, including postsecondary education, to youth who have aged out of foster care.

### **6.04**

#### **Methodology Used for the Project**

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the service described in the scope of work within the State's project schedule.

#### **Proposals must demonstrate how the following components of the CFCIP will be addressed.**

- Programming for Current Foster Care Youth
- After Care Programming
- Education and Training Voucher Program

#### **Proposals must demonstrate how the quality assurance requirements documented in the RFP will be implemented.**

#### **Proposals must address their plans to develop and maintain a positive working relationship with referral sources, and other collaborative agencies.**

#### **The proposal must include the vendor's plan for dispersing the flexible funds awarded for individual youth requests.**

#### **Proposals must specifically outline how the vendor will address the following areas which will be**



**expanded upon during the next contract period:**

- Federally required youth leadership component
- Mentor components
- Programming for youth who have aged out of foster care
- The vendor's role in the implementation of the ETV Program
- Services to Native American Youth

## **6.05**

### **Management Plan for the Project**

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the services described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

## **6.06**

### **Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) professional licenses and college degrees
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

DHS expects that a minimum of 70% of the CFCIP Coordinators time will be spent providing direct service to the youth. For purposes of this RFP, "Direct Service" includes: one on one time with client, travel relating to client, client assessments, documentation relating to client, collateral contacts relating to client, child and family team meeting attendance, completion of, and revisions to the transitional living plan.

Offerors must provide 5 reference names and phone numbers from referral sources for whom the offeror has provided services to in the past. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients and agencies that have received services from the offeror.

Offerors must describe how they will provide for the training of replacement staff, should the need arise.

## **6.07**

### **Cost Proposal**

Vendors must submit a separate proposal, including a separate budget, for each region they are proposing to provide services in.

Successful vendors will be required to provide a 20% cash and/or in-kind match. Proposals must identify the source of the match.

Vendors are to complete the following budget assuming that "CFCIP Coordinators" are those employees who will be working with clients 70% of their time. In those proposals where a project manager is indicated, and the project manager will be providing direct client service as well, the % of this employees time that will be spent providing direct service should be indicated as "CFCIP Coordinator, and the % of time the project manager will not be providing direct client services should be included under Project Manager.

Cost proposals must indicate how much of the total budget will be used for Room and Board related programming. A maximum of 30% Of the total cost proposal can be used for Room and Board.

The total annual proposed budget figure must include the additional 10% of flexible funding.

For vendors currently contracting with the department, proposed budgets will not exceed last year's CFCIP award, plus 2%.

For vendors not currently contracting with the department, budgets should be based on providing services to approximately 100 youth per region.

Offerors must complete the worksheet and cost proposal, Attachment C of this RFP. The entire proposed budget must be categorized according to the outline provided. The vendor may include additional information on a separate attachment if necessary.

#### **6.08 Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.

### **SECTION SEVEN STANDARD PROPOSAL INFORMATION**

#### **7.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

#### **7.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

#### **7.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

#### **7.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

## **7.05**

### **Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

## **7.06**

### **Alternate Proposals**

Offerors may submit **only one** proposal per region for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

## **7.07**

### **Subcontractors**

Subcontractors will not be allowed.

## **7.08**

### **Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

Any joint venture agreement must confirm compliance with section 7.04 Offeror's Certification.

## **7.09**

### **Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

#### **7.10**

##### **Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award.

#### **7.11**

##### **Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

#### **7.12**

##### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

#### **7.13**

##### **Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **7.14**

### **Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: [http://tpps.das.state.or.us/purchasing/pref-law/reciprocal\\_detail.php](http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php) or contact the North Dakota State Procurement Office at 701-328-2683.

## **7.15**

### **Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

North Dakota Department of Human Services, Judicial Wing  
Children and Family Services Division, 3<sup>rd</sup> Floor  
Conference Room D (Room #302)  
600 East Boulevard  
Bismarck, ND

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

## **7.16**

### **Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposals selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

## **7.17**

### **Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer, within seven calendar days after the date the Notice of Intent to Award was issued.





## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

- A. Contract Template
- B. Cost Proposal Format
- C. Quality Assurance Measures
- D. Federal CFCIP Legislation
- E. Offeror Checklist

## ATTACHMENT A

### Contract Template

CONTRACT #

#### GRANT AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Children and Family Services Division, herein referred to as "Grantor" has determined the services referred to in the paragraph below entitled "Scope of Service" form an appropriate basis for the expenditure of funds allocated to the Grantor; and

WHEREAS, the [GRANTEE] herein referred to as "Grantee" proposes to provide those services;

NOW, THEREFORE, the Grantor and Grantee enter into the following:

I. TERM OF THE GRANT

The term of this agreement shall be from the \_\_\_\_ day of \_\_\_\_\_ 200\_\_ through the \_\_\_\_ day of \_\_\_\_\_ 200\_\_. However, this agreement may be terminated with or without cause upon thirty (30) days written notice by either party.

II. SCOPE OF SERVICE

The Grantee agrees to utilize grant funds to

III. COMPENSATION

The Grantor, upon written request from the Grantee, shall reimburse the Grantee for allowable expenses incurred, as defined by the OMB Circular cited under Section VIII of this agreement, while performing the scope of service. The total amount of this grant shall not exceed \$\_\_\_\_\_. No funds will be advanced prior to services actually being provided. Request for reimbursement by the Grantee should be sent monthly to the Grantor. **Final reimbursement requests shall be submitted to the Grantor no later than thirty (30) days after the expiration of this agreement. No payment will be made until the Certification of the OMB Circular Informational Guide, which is attached by reference and made a part of this agreement, is appropriately signed and returned.**

Payment for services under this agreement may include federal monies. The funding sources at the time of the agreement execution are listed below. The funding source of actual payments and the federal program can be verified by contacting the Grantor's Fiscal Administration Division.

Anticipated Funding:

Federal	\$ _____	Other	\$ _____
State	\$ _____	Unknown	\$ _____

Catalog of Federal Domestic Assistance Number \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

IV. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant, and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond the termination date of this agreement.

V. GRANTEE ASSURANCES

The Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances attached as Attachment "A" and made a part of this agreement.

VI. AUTHORITY TO CONTRACT

The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Grantor. However, the Grantee may subcontract with qualified providers of services, provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Grantee shall perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the Grantor for all purposes, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this agreement.

VIII. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

The Grantee agrees to keep such financial records as are necessary to fully disclose the complete financial status of the agreement. These records shall be made available for review by the Grantor, or its agents upon request at any time during normal business hours. Further, it is agreed that if the Grantee has expended federal funds (when considering all sources) during the Grantee's fiscal year at the amount specified in OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*; which is attached by reference and made a part of this agreement, then such Circular shall be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. The Circular can be obtained from the Grantor's Fiscal Administration Division upon request. The Grantee agrees to file a copy of the "Reporting Package" as described by the referenced Circular with the Grantor's Fiscal Administration Division within the time frame identified in OMB Circular A-133. Further, the Grantee agrees to submit a contract closure report to the Grantor's Fiscal Administration Division within ninety (90) days after the contract end date.

Additionally, the Grantee agrees to spend all federal assistance received from the Grantor in accordance with applicable laws and regulations such as, but not limited to: OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*; and OMB Circular A-122, *Cost Principles for Non-Profit Organizations*; which are attached by reference and made a part of this agreement. These Circulars can be obtained from the Grantor's Fiscal Administration Division upon request.

IX. RETENTION OF RECORDS

The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement. Program records shall be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

X. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. Notwithstanding a termination pursuant to this paragraph, Grantee shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the agreement by Grantee, and the Grantor may withhold any payment, otherwise due to Grantee, for the purposes of set off until such time as the exact amount of damages due is determined.

XI. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Grantee, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated, at the option of the Grantor, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XII. CONTINGENT LIABILITY

During the term of this agreement, and for three years thereafter, the Grantee agrees to reimburse the Grantor for any claims, submitted by the Grantor for federal financial participation in the cost of this agreement, which are disallowed by any federal agency for a failure, on the part of the Grantee, to comply with the terms and conditions of this agreement, the applicable provisions of any federal or state statutory or regulatory provision which govern the source of funding. The Grantor agrees to give the Grantee prompt written notice of any disallowance of claims subject to reimbursement by the Grantee. Any amount disallowed in the manner and for the reasons described shall be considered a debt owing to the Grantor and action may be brought by the Grantor thereon in any manner prescribed by law.

XIII. INDEMNITY

Grantee agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (North Dakota), from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of North Dakota's sole negligence. The legal defense provided by Grantee to North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary. Grantee also agrees to defend, indemnify, and hold North Dakota harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

XIV. INSURANCE

- A. **Required Coverages.** Grantee shall secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from this agreement:
- 1) Commercial general liability, including contractual coverage, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
  - 2) Professional errors and omissions including a three (3) year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. In the alternative to obtaining the tail coverage endorsement, Grantee agrees to continue the insurance in place a minimum of three (3) years following completion of the work specified in this agreement.
  - 3) Automobile liability, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
  - 4) Workers' compensation coverage meeting all North Dakota statutory requirements.
- B. **General Insurance Requirements.** The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the Grantor.
  - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the Grantor. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
  - 3) North Dakota will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify North Dakota under this agreement shall be not be limited by the insurance required in this agreement.
  - 4) North Dakota shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insureds. North Dakota shall have all the rights and coverages as Grantee under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by North Dakota, and shall not limit or delete North Dakota's coverage in any way based upon North Dakota's acts or omissions.
  - 5) The insurance required in this agreement, through a policy to endorsement, shall include:
    - a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against North Dakota;
    - b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned Grantor representative;

- c) a provision that any attorney who represents North Dakota under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. § 54-12-08;
  - d) a provision that Grantee's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by North Dakota and that any insurance, self-insurance or self-retention maintained by North Dakota shall be excess of the Grantee's insurance and shall not contribute with it;
  - e) cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to North Dakota under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary.
  - 7) Grantee shall furnish a certificate of insurance and, if requested, a copy of the insurance policy and all its endorsements, including the additional insured endorsement, to the undersigned Grantor representative prior to commencement of this agreement.
  - 8) Failure to provide insurance as required in this section is a material breach of contract entitling Grantor to terminate this contract at any time effective upon delivery of notice to the Grantee.

XV. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XVI. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Grantee and the Grantor. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XVII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XIX. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XX. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this agreement belong to the Grantor and must be delivered to Grantor at Grantor's request upon termination of this agreement. Grantee agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the Grantor all rights and interests Grantee may have in the materials it prepares under this agreement, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable the Grantor to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the Grantor.

XXI. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in Section XXIV, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section XXIV, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

XXII. ATTORNEY FEES

In the event a lawsuit is instituted by the Grantor to obtain performance due to any kind under this agreement, and the Grantor is the prevailing party, Grantee shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Grantor's reasonable attorney fees and costs in connection with the lawsuit.

XXIII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

XXIV. CONFIDENTIAL INFORMATION

The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

[GRANTEE]

By \_\_\_\_\_ DATE \_\_\_\_\_

Its \_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
Grantee's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_  
CAROL K. OLSON  
EXECUTIVE DIRECTOR  
DATE

By \_\_\_\_\_  
PAUL RONNINGEN, DIRECTOR  
CHILDREN AND FAMILY SERVICES DIVISION  
DATE

By \_\_\_\_\_  
KRISTA L. ANDREWS  
CONTRACT OFFICER  
DATE



**ATTACHMENT B  
COST PROPOSAL FORMAT**

**COST PROPOSAL WORKSHEET**

**Proposed Hours of Direct Service to be Provided to Youth Per Year:**

Number of youth to be served annually:

\_\_\_\_\_

x

Number of direct service hours to be provided per youth:

(This number will depend on the type of programming the vendor is proposing)

Total proposed hours of direct service to be provided to youth annually:

= \_\_\_\_\_

**Proposed Hours of Direct Service to be Provided by CFCIP Coordinators Per Year:**

Total Combined Hours per year of CFCIP Coordinators Time being proposed:

\_\_\_\_\_

X 70% direct time ratio

Total proposed hours of direct service to be provided by CFCIP Coordinators =

\_\_\_\_\_

**Relation of Proposed Hours of Direct Service to be Provided to Youth to Proposed Hours of Direct Service to be provided by CFCIP Coordinators**

Proposed Hours of Direct Service to be Provided to Youth Per Year:  
\_\_\_\_\_ hours

Proposed Hours of Direct Service to be provided by CFCIP Coordinators  
\_\_\_\_\_ hours

) \_\_\_\_\_ hours = (+ or -

**COST PROPOSAL FORMAT**

**PERSONNEL**

CFCIP Coordinators: \_\_\_\_\_ @ \_\_\_\_\_ hours per year

Salary & Fringe: \$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ hours per year

\$ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_ hours per year

\$ \_\_\_\_\_

Total CFCIP Coordinator hours per year being proposed: \_\_\_\_\_

Support Staff : \_\_\_\_\_ hours per year  
\$ \_\_\_\_\_

Project Manager: \_\_\_\_\_ hours per year  
\$ \_\_\_\_\_

Other (specify): \_\_\_\_\_ hours per year  
\$ \_\_\_\_\_

**TOTAL PERSONNEL:**  
\$ \_\_\_\_\_

Mileage, Meals, & Lodging Expense for Direct Client Related Travel:  
\$ \_\_\_\_\_

Employee Training to include Quarterly CFCIP Meetings:  
\$ \_\_\_\_\_  
(Include cost of registration, mileage, motel, meals)

Supplies & Equipment to Implement CFCIP Programming:  
\$ \_\_\_\_\_

Administrative Cost: \_\_\_\_\_ %  
\$ \_\_\_\_\_

**SUBTOTAL:**  
\$ \_\_\_\_\_

Flexible Funding to be used for direct financial assistance to youth (10% of Subtotal)  
\$ \_\_\_\_\_

**TOTAL ANNUAL PROPOSED BUDGET:**  
\$ \_\_\_\_\_

**Indicate the amount of the Total Annual Proposed Budget that will be used for Room and Board.  
(Amount can not exceed 30% of total award.)**

## ATTACHMENT C QUALITY ASSURANCE

The following is a sample of the required Quality Assurance Measures for Individual Youth and the CFCIP in general:

### Youth

- Completion of the required appropriate Ansel-Casey pre-test and post-test assessment on all current foster youth.
  - To view these assessments, go to [www.caseylifeskills.org](http://www.caseylifeskills.org)
- Making diligent efforts to locate and have youth complete the follow-up assessments. DHS is in the process of completing a follow-up assessment tool.
- Compliance with State's request for any future changes in assessment and reporting requirements
- Completion and submission of the following reporting requirements on a quarterly and year-end basis according to the following schedule:

Due	Report #	Period of Time Included in Report	Date Report
	Quarter 1	October 1 – December 31	February 1
	Quarter 2	January 1 – March 31	May 1
	Quarter 3	April 1 – June 30	August 1
	Quarter 4	July 1 – September 30	November 1
	Year End	October 1 – September 30	November 1

The Reporting System is divided into:

1. Current Foster Care Youth
2. After Care Program –
  - Former Foster Youth who did not emancipate from Foster Care
  - Former Foster Youth who did emancipate from Foster Care
3. Education and Training Voucher Program

### I. Required Quarterly Reporting Process for Current Foster Youth:

**Part 1: Statistics for youth initially entering the program this reporting quarter.** The following statistics are required for all youth at the time they begin to receive CFCIP services. To ensure accurate numbers, each quarterly report must contain only those youth who began services during the reporting quarter (those youth continuing to receive CFCIP during the current reporting quarter, but began CFCIP during a previous quarter will not be included).

- Age at time of Initial Assessment
- Gender

- Race
- Living Arrangement at time of Initial Assessment
- Identify the Special Needs of the Youth, if applicable
- Marital Status
- Is the youth a parent?
- Length of time in Foster Care at the time of Initial Assessment
- Grade in school at the time of Initial Assessment
- If the youth is not at an appropriate grade level, how many years behind is the youth?
- Is the youth 4-E eligible?
- Referral Source?

**Part 2: Names and total number of youth initially entering the program this reporting quarter.** This will be all of the youth represented in the above statistics.

Example:

<b>Names of youth initially entering CFCIP this reporting quarter:</b>

**Part 3:** Provide a list of names of all youth who exited from the program during this reporting quarter (this will include names of youth who began the program during previous reporting periods, as well as the current reporting period.) In addition, specify the date the youth began, the termination date, the type of assistance the agency provided to the youth, the total number of hours of services that were provided to the child since the initial assessment, and the total dollar amount of CFCIP flexible funding the youth received. Indicate if the youth completed the program or was discharged prior to completion. If the youth was discharged prior to completion, indicate the reason why.

Example:

Name	Entrance Date	Exit Date	Hours of Direct Service	Type of Services	CFCIP Flex Fund \$ Dispersed	Completed	Early Exit	Reason for early exit

Part 4: Provide the total amount of Direct Service Hours.

Provide the total amount of CFCIP Flexible Funds dispersed for individual youth requests for this reporting quarter.

## **II. Required Quarterly Reporting Process for After Care Program - Former Foster Youth**

### **A. Former Foster Youth who did not emancipate from Foster Care**

The following is a sample of statistics that will be obtained from the future **Ansell-Casey Life Skills Assessment Supplement: Chafee Assessment (CS 1.0) Version 2 – Emancipated Young Adult**. The new supplement is expected to be available in December, 2005. North Dakota will use the following format until the new supplement is available.

**Part 1: Statistics** The following statistics are required for all youth/young adults at the time they begin to receive Aftercare Services, upon discharge, and every 6 months thereafter until the youth turns 21. To ensure accurate numbers, each quarterly report must contain only those youth who began services during the reporting quarter (those youth continuing to receive CFCIP during the current reporting quarter, but began CFCIP during a previous quarter will not be included).

- Current age of youth
- Age of youth at the time of discharge from foster care
- Total amount of time the youth spent in foster care
- Gender
- Race
- Living Arrangement at the time they began after care
- Marital Status
- Is the youth a parent?
- Referral Source?
- Does the youth have mental health needs?
  - If yes, are these needs being addressed?
- Does the youth have drug/alcohol issues?
  - If yes, are these needs being addressed?
- Has the youth been homeless for even one night since being discharged from foster care?
- Has the youth been in legal trouble
- Does the youth have a Developmental Disability?
- Does the youth have a physical Disability?
- Did the Youth graduate from H.S. or obtain a GED?
- Does the youth have medical insurance?
- Is the youth attending an Institution of Higher Education?
  - If yes, specify type:
    - 2 year college
    - 4 year college
    - Vo-tech school
    - Trade school
    - Other
- Does the youth have the support of at least 3 permanent connections?
- Are the youth's spiritual needs being met?
- Do you have your own social security number?
- Do you have your drivers license?
- Are you employed?

**Part 2: Names and total number of youth initially entering the After Care program this reporting quarter.** This will be all of the youth represented in the above statistics.

Example:

Names of youth initially entering After Care this reporting quarter:

**Part 3:** Provide a list of names of all youth who exited from the program during this reporting quarter (this will include names of youth who began the program during previous reporting periods, as well as the current reporting period.) In addition, specify the date the youth began, the termination date, the type of assistance the agency provided to the youth, the total number of hours of services that were provided to the child since the initial assessment, and the total dollar amount of CFCIP flexible funding the youth received. Indicate if the youth completed the program or was discharged prior to completion. If the youth was discharged prior to completion, indicate the reason why.

Example:

Name	Entrance Date	Exit Date	Hours of Direct Service	Type of Services	CFCIP Flex Fund \$ Dispersed	Completed	Early Exit	Reason for early exit

**Part 4:** Provide the total number of direct service hours provided by CFCIP Coordinators this reporting quarter.

Provide the total number of CFCIP Flexible Funds dispersed for individual youth requests for this reporting quarter.

#### **B. Former Foster Youth who emancipated from Foster Care**

Part 1: Same as above

Part 2: Same as above

Part 3: Same as above

Part 4: Same as above

### **III. Sample of Quarterly Reporting Requirements for ETV**

**Part 1: Names of youth initially entering the program this reporting quarter.** To ensure accurate numbers, each quarterly report must contain only those youth who began services during the reporting quarter (those youth continuing to receive ETV programming during the current reporting quarter, but began during a previous quarter will not be included).

Example:

<b>Names of youth initially entering ETV this reporting quarter:</b>

**Part 2:** Provide a list of names of all youth who exited from the program during this reporting quarter (this will include names of youth who began the program during previous reporting periods, as well as the current reporting period.) In addition, specify the date the youth began, the termination date, the type of services the agency provided to the youth, the total number of hours of services that were provided to the child, the total amount of ETV funding awarded to the youth, and the total dollar amount of CFCIP flexible

funding the youth received. Example:

Name	ETV Program Entrance Date	ETV Program Exit Date	Reason for exiting program	Hours of Direct Service provided	Type of Services provided	CFCIP Flex Fund \$ Dispersed	ETV Funds

**Part 4:** Provide the total number of direct service hours provided by CFCIP Coordinators this reporting quarter.

Provide the total number of CFCIP Flexible Funds dispersed for individual youth requests for this reporting quarter.

Provide the total number of ETV Funds awarded to youth this quarter.

### End of Year Reporting Process for Current Foster Care Youth, After Care Youth, and ETV

**Part 1:** All four quarters of statistics combined for each of the following: (You will have three separate statistical reports):

1. current foster youth
2. After Care – did not emancipate
3. After Care – did emancipate

**Part 2:** Provide a written summary, following the format below. This will include all components of the CFCIP program (Current Youth, After Care, ETV).

Example:

<b>Purpose #1</b>	
Progress Achieved	
Planned Activities	
<b>Purpose #2</b>	
Progress Achieved	
Planned Activities	
<b>Purpose #3</b>	
Progress Achieved	
Planned Achieved	
<b>Purpose #4</b>	
Progress Achieved	
Planned Activities	

<b>Purpose #5</b>	
Progress Achieved	
Planned Activities	
<b>Purpose #6</b>	
Progress Achieved	
Planned Activities	
<b>Tribal/Culturally Diverse Youth</b>	
Progress Achieved	
Planned Activities	
<b>Agency/Community Collaboration</b>	
Progress Achieved	
Planned Activities	
<b>Training Attended</b>	
<b>Training Needs</b>	
<b>Total Non Room and Board Flex Funding dispersed for Youth Requests</b>	
<b>Total Room and Board Flex Funding dispersed for Youth Requests</b>	
<b>Total ETV Funding dispersed for Youth Requests.</b>	
<b>Total Number of Direct Service Hours Provided to youth in all three components.</b>	



<b>Direct Service Hours provided in the Current Foster Youth Component</b>	
<b>Direct Service Hours provided in the After Care Component</b>	
<b>Direct Service Hours provided in the ETV Component</b>	

## **ATTACHMENT D**

### **FOSTER CARE INDEPENDENCE ACT of 1999 & SAFE AND STABLE FAMILIES AMMENDMENTS** (only those portions relating to CFCIP are attached)

## **TITLE I—IMPROVED INDEPENDENT LIVING PROGRAM**

### **Subtitle A—Improved Independent Living Program**

#### **SEC. 101. IMPROVED INDEPENDENT LIVING PROGRAM.**

(a) FINDINGS.—The Congress finds the following:

(1) States are required to make reasonable efforts to find adoptive families for all children, including older children, for whom reunification with their biological family is not in the best interests of the child. However, some older children will continue to live in foster care. These children should be enrolled in an Independent Living program designed and conducted by State and local government to help prepare them for employment, postsecondary education, and successful management of adult responsibilities.

(2) Older children who continue to be in foster care as adolescents may become eligible for Independent Living programs. These Independent Living programs are not an alternative to adoption for these children. Enrollment in Independent Living programs can occur concurrent with continued efforts to locate and achieve placement in adoptive families for older children in foster care.

(3) About 20,000 adolescents leave the Nation's foster care system each year because they have reached 18 years of age and are expected to support themselves.

(4) Congress has received extensive information that adolescents leaving foster care have significant difficulty making a successful transition to adulthood; this information shows that children aging out of foster care show high rates of homelessness, non-marital childbearing, poverty, and delinquent or criminal behavior; they are also frequently the target of crime and physical assaults.

(5) The Nation's State and local governments, with financial support from the Federal Government, should offer an extensive program of education, training, employment, and financial support for young adults leaving foster care, with participation in such program beginning several years before high school  
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graduation and continuing, as needed, until the young adults emancipated from foster care establish independence or reach 21 years of age.

(b) IMPROVED INDEPENDENT LIVING PROGRAM.—Section 477 of the Social Security Act (42 U.S.C. 677) is amended to read as follows:

**“SEC. 477. JOHN H. CHAFEE FOSTER CARE INDEPENDENCE PROGRAM.**

**“(a) PURPOSE.**—The purpose of this section is to provide States with flexible funding that will enable programs to be designed and conducted—

**“(1)** to identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management skills, substance abuse prevention, and preventive health activities (including smoking avoidance, nutrition education, and pregnancy prevention);

**“(2)** to help children who are likely to remain in foster care until 18 years of age receive the education, training, and services necessary to obtain employment;

**“(3)** to help children who are likely to remain in foster care until 18 years of age prepare for and enter postsecondary training and education institutions;

**“(4)** to provide personal and emotional support to children aging out of foster care, through mentors and the promotion of interactions with dedicated adults; and

**“(5)** to provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood.

**“(b) APPLICATIONS.**—

**“(1) IN GENERAL.**—A State may apply for funds from its allotment under subsection (c) for a period of five consecutive fiscal years by submitting to the Secretary, in writing, a plan that meets the requirements of paragraph (2) and the certifications required by paragraph (3) with respect to the plan.

**“(2) STATE PLAN.**—A plan meets the requirements of this paragraph if the plan specifies which State agency or agencies will administer, supervise, or oversee the programs carried out under the plan, and describes how the State intends to do the following:

**“(A)** Design and deliver programs to achieve the purposes of this section.

**“(B)** Ensure that all political subdivisions in the State are served by the program, though not necessarily in a

uniform manner.

“(C) Ensure that the programs serve children of various ages and at various stages of achieving independence.

“(D) Involve the public and private sectors in helping adolescents in foster care achieve independence.

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“(E) Use objective criteria for determining eligibility for benefits and services under the programs, and for ensuring fair and equitable treatment of benefit recipients.

“(F) Cooperate in national evaluations of the effects of the programs in achieving the purposes of this section.

“(3) CERTIFICATIONS.—The certifications required by this paragraph with respect to a plan are the following:

“(A) A certification by the chief executive officer of the State that the State will provide assistance and services to children who have left foster care because they have attained 18 years of age, and who have not attained 21 years of age.

“(B) A certification by the chief executive officer of the State that not more than 30 percent of the amounts paid to the State from its allotment under subsection (c) for a fiscal year will be expended for room or board for children who have left foster care because they have attained 18 years of age, and who have not attained 21 years of age.

“(C) A certification by the chief executive officer of the State that none of the amounts paid to the State from its allotment under subsection (c) will be expended for room or board for any child who has not attained 18 years of age.

“(D) A certification by the chief executive officer of the State that the State will use training funds provided under the program of Federal payments for foster care and adoption assistance to provide training to help foster parents, adoptive parents, workers in group homes, and case managers understand and address the issues confronting adolescents preparing for independent living, and will, to the extent possible, coordinate such training with the independent living program conducted for adolescents.

“(E) A certification by the chief executive officer of the State that the State has consulted widely with public and private organizations in developing the plan and that the State has given all interested members of the public at least 30 days to submit comments on the plan.

“(F) A certification by the chief executive officer of the State that the State will make every effort to coordinate the State programs receiving funds provided from an allotment made to the State under subsection (c) with other Federal and State programs for youth (especially transitional living youth projects funded under part B of title III of the Juvenile Justice and Delinquency Prevention Act of 1974), abstinence education programs, local housing programs, programs for disabled youth (especially sheltered workshops), and school-to-work programs offered by high schools or local workforce agencies.

“(G) A certification by the chief executive officer of

the State that each Indian tribe in the State has been consulted about the programs to be carried out under the plan; that there have been efforts to coordinate the programs with such tribes; and that benefits and services under the programs will be made available to Indian children in the State on the same basis as to other children in the State.

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“(H) A certification by the chief executive officer of the State that the State will ensure that adolescents participating in the program under this section participate directly in designing their own program activities that prepare them for independent living and that the adolescents accept personal responsibility for living up to their part of the program.

“(I) A certification by the chief executive officer of the State that the State has established and will enforce standards and procedures to prevent fraud and abuse in the programs carried out under the plan.

“(4) APPROVAL.—The Secretary shall approve an application submitted by a State pursuant to paragraph (1) for a period if—

“(A) the application is submitted on or before June 30 of the calendar year in which such period begins; and

“(B) the Secretary finds that the application contains the material required by paragraph (1).

“(5) AUTHORITY TO IMPLEMENT CERTAIN AMENDMENTS; NOTIFICATION.—A State with an application approved under paragraph (4) may implement any amendment to the plan contained in the application if the application, incorporating the amendment, would be approvable under paragraph (4). Within 30 days after a State implements any such amendment, the State shall notify the Secretary of the amendment.

“(6) AVAILABILITY.—The State shall make available to the public any application submitted by the State pursuant to paragraph (1), and a brief summary of the plan contained in the application.

“(c) ALLOTMENTS TO STATES.—

“(1) IN GENERAL.—From the amount specified in subsection (h) that remains after applying subsection (g)(2) for a fiscal year, the Secretary shall allot to each State with an application approved under subsection (b) for the fiscal year the amount which bears the same ratio to such remaining amount as the number of children in foster care under a program of the State in the most recent fiscal year for which such information is available bears to the total number of children in foster care in all States for such most recent fiscal year, as adjusted in accordance with paragraph (2).

“(2) HOLD HARMLESS PROVISION.—

“(A) IN GENERAL.—The Secretary shall allot to each State whose allotment for a fiscal year under paragraph (1) is less than the greater of \$500,000 or the amount payable to the State under this section for fiscal year 1998, an additional amount equal to the difference between such allotment and such greater amount.

“(B) RATABLE REDUCTION OF CERTAIN ALLOTMENTS.—

In the case of a State not described in subparagraph (A) of this paragraph for a fiscal year, the Secretary shall reduce the amount allotted to the State for the fiscal year under paragraph (1) by the amount that bears the same ratio to the sum of the differences determined under subparagraph (A) of this paragraph for the fiscal year as the excess of the amount so allotted over the greater of \$500,000 or the amount payable to the State under H. R. 3443—6

this section for fiscal year 1998 bears to the sum of such excess amounts determined for all such States.

“(d) USE OF FUNDS.—

“(1) IN GENERAL.—A State to which an amount is paid from its allotment under subsection (c) may use the amount in any manner that is reasonably calculated to accomplish the purposes of this section.

“(2) NO SUPPLANTATION OF OTHER FUNDS AVAILABLE FOR SAME GENERAL PURPOSES.—The amounts paid to a State from its allotment under subsection (c) shall be used to supplement and not supplant any other funds which are available for the same general purposes in the State.

“(3) TWO-YEAR AVAILABILITY OF FUNDS.—Payments made to a State under this section for a fiscal year shall be expended by the State in the fiscal year or in the succeeding fiscal year.

“(e) PENALTIES.—

“(1) USE OF GRANT IN VIOLATION OF THIS PART.—If the Secretary is made aware, by an audit conducted under chapter 75 of title 31, United States Code, or by any other means, that a program receiving funds from an allotment made to a State under subsection (c) has been operated in a manner that is inconsistent with, or not disclosed in the State application approved under subsection (b), the Secretary shall assess a penalty against the State in an amount equal to not less than 1 percent and not more than 5 percent of the amount of the allotment.

“(2) FAILURE TO COMPLY WITH DATA REPORTING REQUIREMENT.—

The Secretary shall assess a penalty against a State that fails during a fiscal year to comply with an information collection plan implemented under subsection (f) in an amount equal to not less than 1 percent and not more than 5 percent of the amount allotted to the State for the fiscal year.

“(3) PENALTIES BASED ON DEGREE OF NONCOMPLIANCE.—

The Secretary shall assess penalties under this subsection based on the degree of noncompliance.

“(f) DATA COLLECTION AND PERFORMANCE MEASUREMENT.—

“(1) IN GENERAL.—The Secretary, in consultation with State and local public officials responsible for administering independent living and other child welfare programs, child welfare advocates, Members of Congress, youth service providers, and researchers, shall—

“(A) develop outcome measures (including measures of educational attainment, high school diploma, employment, avoidance of dependency, homelessness, nonmarital childbirth, incarceration, and high-risk behaviors) that can be used to assess the performance of States in operating

independent living programs;

“(B) identify data elements needed to track—

“(i) the number and characteristics of children receiving services under this section;

“(ii) the type and quantity of services being provided; and

“(iii) State performance on the outcome measures; and

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“(C) develop and implement a plan to collect the needed information beginning with the second fiscal year beginning after the date of the enactment of this section.

“(2) REPORT TO THE CONGRESS.—Within 12 months after the date of the enactment of this section, the Secretary shall submit to the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a report detailing the plans and timetable for collecting from the States the information described in paragraph (1) and a proposal to impose penalties consistent with paragraph (e)(2) on States that do not report data.

“(g) EVALUATIONS.—

“(1) IN GENERAL.—The Secretary shall conduct evaluations of such State programs funded under this section as the Secretary deems to be innovative or of potential national significance. The evaluation of any such program shall include information on the effects of the program on education, employment, and personal development. To the maximum extent practicable, the evaluations shall be based on rigorous scientific standards including random assignment to treatment and control groups. The Secretary is encouraged to work directly with State and local governments to design methods for conducting the evaluations, directly or by grant, contract, or cooperative agreement.

“(2) FUNDING OF EVALUATIONS.—The Secretary shall reserve 1.5 percent of the amount specified in subsection (h) for a fiscal year to carry out, during the fiscal year, evaluation, technical assistance, performance measurement, and data collection activities related to this section, directly or through grants, contracts, or cooperative agreements with appropriate entities.

“(h) LIMITATIONS ON AUTHORIZATION OF APPROPRIATIONS.—To carry out this section and for payments to States under section 474(a)(4), there are authorized to be appropriated to the Secretary \$140,000,000 for each fiscal year.”.

(c) PAYMENTS TO STATES.—Section 474(a)(4) of such Act (42 U.S.C. 674(a)(4)) is amended to read as follows:

“(4) the lesser of—

“(A) 80 percent of the amount (if any) by which—

“(i) the total amount expended by the State during the fiscal year in which the quarter occurs to carry out programs in accordance with the State application approved under section 477(b) for the period in which the quarter occurs (including any amendment that meets the requirements of section 477(b)(5)); exceeds

“(ii) the total amount of any penalties assessed against the State under section 477(e) during the fiscal

year in which the quarter occurs; or

“(B) the amount allotted to the State under section 477 for the fiscal year in which the quarter occurs, reduced by the total of the amounts payable to the State under this paragraph for all prior quarters in the fiscal year.”.

(d) REGULATIONS.—Not later than 12 months after the date of the enactment of this Act, the Secretary of Health and Human Services shall issue such regulations as may be necessary to carry out the amendments made by this section.

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(e) SENSE OF THE CONGRESS.—It is the sense of the Congress that States should provide medical assistance under the State plan approved under title XIX of the Social Security Act to 18-, 19-, and 20-year-olds who have been emancipated from foster care.

## **SAFE AND STABLE FAMILIES AMENDMENTS OF 2001**

### **TITLE II—FOSTER CARE AND**

#### **INDEPENDENT LIVING**

##### **SEC. 201. EDUCATIONAL AND TRAINING VOUCHERS FOR YOUTHS AGING OUT OF FOSTER CARE.**

(a) PURPOSE.—Section 477(a) (42 U.S.C. 677(a)) is amended—

(1) by striking “and” at the end of paragraph (4);

(2) by striking the period at the end of paragraph (5)

and inserting “; and”; and

(3) by adding at the end the following new paragraph:

“(6) to make available vouchers for education and training, including postsecondary training and education, to youths who have aged out of foster care.”.

(b) EDUCATIONAL AND TRAINING VOUCHERS.—Section 477 (42 U.S.C. 677) is amended by adding at the end the following:

“(i) EDUCATIONAL AND TRAINING VOUCHERS.—The following conditions shall apply to a State educational and training voucher program under this section:

“(1) Vouchers under the program may be available to youths otherwise eligible for services under the State program under this section.

“(2) For purposes of the voucher program, youths adopted from foster care after attaining age 16 may be considered to be youths otherwise eligible for services under the State program under this section.

Deadline.

Reports.

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“(3) The State may allow youths participating in the voucher program on the date they attain 21 years of age to remain eligible until they attain 23 years of age, as long as they are enrolled in a postsecondary education or training program and are making satisfactory progress toward completion of that program.

“(4) The voucher or vouchers provided for an individual under this section—

“(A) may be available for the cost of attendance at an institution of higher education, as defined in section 102 of the Higher Education Act of 1965; and

“(B) shall not exceed the lesser of \$5,000 per year or the total cost of attendance, as defined in section 472 of that Act.

“(5) The amount of a voucher under this section may be disregarded for purposes of determining the recipient’s eligibility for, or the amount of, any other Federal or Federally supported assistance, except that the total amount of educational assistance to a youth under this section and under other Federal and Federally supported programs shall not exceed the total cost of attendance, as defined in section 472 of the Higher Education Act of 1965, and except that the State agency shall take appropriate steps to prevent duplication of benefits under this and other Federal or Federally supported programs.

“(6) The program is coordinated with other appropriate education and training programs.”.

(c) CERTIFICATION.—Section 477(b)(3) (42 U.S.C. 677(b)(3)) is amended by adding at the end the following:

“(J) A certification by the chief executive officer of the State that the State educational and training voucher program under this section is in compliance with the conditions specified in subsection (i), including a statement describing methods the State will use—

“(i) to ensure that the total amount of educational assistance to a youth under this section and under other Federal and Federally supported programs does not exceed the limitation specified in subsection (i)(5); and

“(ii) to avoid duplication of benefits under this and any other Federal or Federally assisted benefit program.”.

(d) INCREASED AUTHORIZATIONS OF APPROPRIATIONS.—Section 477(h) (42 U.S.C. 677(h)) is amended by striking “there are authorized” and all that follows and inserting the following: “there are authorized to be appropriated to the Secretary for each fiscal year—

“(1) \$140,000,000, which shall be available for all purposes under this section; and

“(2) an additional \$60,000,000, which are authorized to be available for payments to States for education and training vouchers for youths who age out of foster care, to assist the youths to develop skills necessary to lead independent and productive lives.”.

(e) ALLOTMENTS TO STATES.—Section 477(c) (42 U.S.C. 677(c)) is amended—

(1) in paragraph (1)—

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(A) by striking “(1) IN GENERAL.—From the amount specified in subsection (h)” and inserting “(1) GENERAL PROGRAM ALLOTMENT.—From the amount specified in subsection (h)(1)”;



(B) by striking “which bears the same ratio” and inserting “which bears the ratio”; and  
(C) by striking “as the number of children in foster care” and all that follows and inserting “equal to the State foster care ratio, as adjusted in accordance with paragraph (2).”; and

(2) by adding at the end the following new paragraphs:

“(3) VOUCHER PROGRAM ALLOTMENT.—From the amount, if any, appropriated pursuant to subsection (h)(2) for a fiscal year, the Secretary may allot to each State with an application approved under subsection (b) for the fiscal year an amount equal to the State foster care ratio multiplied by the amount so specified.

“(4) STATE FOSTER CARE RATIO.—In this subsection, the term ‘State foster care ratio’ means the ratio of the number of children in foster care under a program of the State in the most recent fiscal year for which the information is available to the total number of children in foster care in all States for the most recent fiscal year.”.

(f) PAYMENTS TO STATES.—

(1) IN GENERAL.—Section 474(a)(4) (42 U.S.C. 674(a)(4)) is amended to read as follows:

“(4) an amount equal to the amount (if any) by which—

“(A) the lesser of—

“(i) 80 percent of the amounts expended by the State during the fiscal year in which the quarter occurs to carry out programs in accordance with the State application approved under section 477(b) for the period in which the quarter occurs (including any amendment that meets the requirements of section 477(b)(5)); or

“(ii) the amount allotted to the State under section 477(c)(1) for the fiscal year in which the quarter occurs, reduced by the total of the amounts payable to the State under this paragraph for all prior quarters in the fiscal year; exceeds

“(B) the total amount of any penalties assessed against the State under section 477(e) during the fiscal year in which the quarter occurs.”.

(2) DISCRETIONARY GRANTS.—Section 474 (42 U.S.C. 674) is amended by adding at the end the following:

“(e) DISCRETIONARY GRANTS FOR EDUCATIONAL AND TRAINING VOUCHERS FOR YOUTHS AGING OUT OF FOSTER CARE.—From amounts appropriated pursuant to section 477(h)(2), the Secretary may make a grant to a State with a plan approved under this part, for a calendar quarter, in an amount equal to the lesser of—

“(1) 80 percent of the amounts expended by the State during the quarter to carry out programs for the purposes described in section 477(a)(6); or

“(2) the amount, if any, allotted to the State under section 477(c)(3) for the fiscal year in which the quarter occurs, reduced by the total of the amounts payable to the State under this

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subsection for such purposes for all prior quarters in the fiscal

year.”.

**SEC. 202. REALLOCATION AND EXTENSION OF FUNDS.**

(a) REALLOCATION OF UNUSED FUNDS.—Section 477(d) (42 U.S.C. 677(d)) is amended by adding at the end the following:

“(4) REALLOCATION OF UNUSED FUNDS.—If a State does not apply for funds under this section for a fiscal year within such time as may be provided by the Secretary, the funds to which the State would be entitled for the fiscal year shall be reallocated to 1 or more other States on the basis of their relative need for additional payments under this section, as determined by the Secretary.”.

(b) TEMPORARY EXTENSION OF AVAILABILITY OF INDEPENDENT LIVING FUNDS.—Notwithstanding section 477(d)(3) of the Social Security Act, payments made to a State under section 477 of such Act for fiscal year 2000 shall remain available for expenditure by the State through fiscal year 2002.

**ATTACHMENT E  
OFFEROR CHECKLIST**

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP, and list all documents and materials submitted with reference to the appropriate RFP Section Number.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.